

**ELECTRONIC MONITORING SERVICE AGREEMENT**

This SERVICES AGREEMENT ("Agreement") dated the \_\_\_\_\_ day of July, 2006, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("Sentinel"), having its principal place of business at 220 Technology Drive, Suite 200, Irvine, California 92618, and Leon County, Florida, a political subdivision of the State, ("County") having its principal place of business at 301 S. Monroe Street, Tallahassee, Florida 32301.

**RECITALS**

**WHEREAS**, Sentinel is engaged in the business of providing the Services described in Exhibit A herein and Equipment required to perform such Services to community correctional entities.

**WHEREAS**, Leon County, Florida, by and through its Probation Division desires to supervise a certain portion of offenders currently in custody in a Global Positioning Satellite (GPS) supervision and tracking program that is to monitor the offender through one of the different levels of monitoring provided by Sentinel.

**WHEREAS**, Leon County, Florida, by and through its Probation Division also desires to supervise a portion of their offenders currently in custody on an electronic monitoring program that is to monitor the offender at his residence.

**WHEREAS**, Sentinel and Leon County, Florida desire to enter into a relationship whereby Sentinel shall provide the Services and Equipment to Leon County, Florida on the terms and subject to the conditions set forth herein including certain payments and considerations.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. SCOPE OF SERVICES:**

**A. General Description of Services to be provided:**

1. Sentinel shall provide Global Positioning Satellite (GPS) Services to include a monitoring system that is capable of being accessed through a secure internet connection and fully supported by a secure database for transactional records. The Services shall be inclusive of all technology, equipment, systems and related support services, and shall be fully supported by twenty-four (24) hour monitoring services and staff. The Services to be provided by Sentinel shall include those described in Exhibit A, which is attached hereto and incorporated herein as if fully set forth below.

2. Sentinel shall provide, at its own expense, all systems and Equipment (software and hardware) required for the delivery of Services, namely:

- a. a system with a database to monitor offender activity;
- b. all monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data system;
- c. all software and hardware required to access the internet, with the exception of personal computers; and
- d. all other equipment required to transmit the information to the monitoring center and host Sentinel's system.

3. All technical specifications and service requirements shall meet or exceed the minimum requirements outlined herein. All equipment and systems furnished shall be standard products of the manufacturer identified, and shall at the time of delivery be in proper working order, clean and free from defects. No deviation from the minimum specifications shall be permitted without the prior written approval of the County. Equipment maintenance shall be governed by Section II F ("Equipment Specifications- Equipment Maintenance Program") herein.

4. In the event Sentinel's monitoring center becomes inoperable, Sentinel shall immediately notify the Contract Manager or designee by telephone or in writing (via email), but no later than fifteen minutes after such occurrence.

5. All services provided must meet applicable requirements of Sections 907.041 (3) (a) and (3) (b) 948.03, and 948.11, Florida Statutes and any additional applicable local, state and federal laws, rules and regulation. Should licensing requirements change during the course of this Agreement, the updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of this Agreement.

#### **B. GPS System Specifications**

1. Sentinel shall provide a System that is capable of being accessed through a secure internet connection from desktop, laptop or remote means by County personnel, who have appropriate security clearance and have been provided Sentinel supplied security codes.

2. The System shall be supported by a database that allows for multiple data fields, subject to final approval by the County.

3. The System shall provide the capability for the County to download data and reports from the database, through secured internet access, as outlined in Reporting Requirements in G below.

4. Sentinel's monitoring center shall provide for redundancy to minimize downtime due to hardware or software issues.

5. The System shall provide for offender enrollments scheduling to be performed via direct telephone request (password accessible) when County staff (Specialist) does not have immediate access to an internet connection. The System will provide a verification system that will not require the Specialist to send additional confirmation after contacting Sentinel's monitoring center.

6. The System shall provide for mapping of offender locations and for saving of mapped locations. The mapping solution shall be a MapQuest solution that is capable of being interfaced with the Tallahassee-Leon County ESRI solution.

7. The System shall also provide security features designed to protect against unauthorized individuals from accessing any information held by Sentinel. Sentinel will use best practices to secure access to the System at all times.

8. The System shall provide the capability for every call in and out of the monitoring center to be recorded with a transaction record that indicates the called number or calling number, length and the result of the call.

9. The System shall provide that all data be recorded with a historical transaction record and stored/archived for retrieval backup in a database when requested by County personnel in accordance with the following:

- a. All historical data shall be centrally stored and accessible for reporting purposes; this information must be available for reporting in a standard transaction file format;
- b. All current and historical data files shall be retained by Sentinel for a period of five (5) years following termination of this contract; and shall be available at no charge to the County after termination or expiration of this Agreement.

10. The System shall enable the County to monitor the near real time position for a specific offender's location at any and all times. Offender locations shall be downloaded a minimum of once every hour for County retrieval and the System shall provide offender locations upon demand.

11. The System shall:

- a. establish inclusion and exclusion zones;
- b. collect offender points at a minimum of once every 1-minute;
- c. communicate (in some manner) with the offender;
- d. provide location mapping;

- e. provide tamper notification; and
- f. provide mobile computing devices with wireless capability for constant communication with the monitoring center.

12. The System shall allow for all offender location data collected at a minimum of once every 1-minute to be electronically transmitted to any and/or all of the County's designated crime data integration systems. This shall be done in a time frame and in a format designated by the County. The County reserves the right to request points be downloaded to other crime data integration systems as required by other law enforcement agencies.

### **C. System User Interface**

1. The System shall provide a software application for enrollment, scheduling and reviewing of offender location and mapping.

2. System software must allow for an alpha numeric identification designated by the County (spin number). A unique identification shall be used for each offender within Sentinel's System. In addition, the software shall require the following minimum mandatory fields for initial offender enrollment:

- a. Name;
- b. Spin number;
- c. physical address;
- d. serial number of equipment;
- e. time zone; and
- f. assigned Specialist.

3. The mapping software utilized shall include but not be limited to the following:

- a. allow for zooming/scaling from street level to statewide;
- b. allow a participant location to be identified by a street address;
- c. display offender location information in a sequenced event and/or at a specific date and time; and
- d. display inclusion and exclusionary zones that are printable from the screen; and

- c. Must be MapQuest based, and as requested by the County, capable of being interfaced with the Tallahassee-Leon County GIS base map data sets.

4. Any software necessary for County interface shall be provided at the expense of Sentinel, with no licensing fee to the County. Any and all software must be subject to pre-approval and testing by the County. All software must be compatible with a minimum of a Windows 98 SE operating system and operate with Internet Explorer version 5.5.

#### **D. Monitoring and Notification**

1. Sentinel shall provide twenty-four (24) hours per day, seven (7) days per week monitoring of assigned service units. Upon receipt of an alarm, the system shall have the capability to provide automated notification as specified by the Contract Manager or designee, by fax, e-mail and paging system in accordance with the following:

2. The System shall provide some manner of notification (alarm) to the offender's receiver dialer when the radio frequency signal is lost between the offender's transmitter and receiver. (Does not apply to a single body worn unit.)

- a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.

- b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.

3. When utilizing GPS, the System shall provide some manner of notification (alarm) to the County when there is no communication of a GPS signal to the system. Specific notification protocol shall be determined in advance and agreed upon in writing.

- a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.

- b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.

4. When utilizing GPS, the System shall provide some manner of notification (alarm) to the offender when the offender is late returning home from an approved absence or leaves home when unscheduled.

- a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.

- b. For Passive GPS, notification of each alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
- 5. Monitoring unit equipment failures or tampering shall be considered an alarm and shall be reported to the County.
  - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after the alarm, by fax and/or e-mail and paging.
  - b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
- 6. Monitoring unit communication failures shall be considered an alarm and shall be reported to the County on the daily report transmitted to the County by fax and/or e-mail.
- 7. The System shall provide some manner of notification (alarm) to the offender's receiver dialer when the receiver dialer's battery is low.
  - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by phone, fax and/or e-mail and paging.
  - b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
- 8. Notification of low battery in a transmitter shall be reported to the County on the daily report transmitted to the County by fax and/or e-mail.

**E. System/Equipment Technical Assistance**

Sentinel shall provide remote diagnostic support and trouble-shooting technical assistance via a toll free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Contract Manager or designee may, upon request, require Sentinel to provide on-site, technical assistance within 24 hours.

**F. Monitoring Center Requirements**

- 1. Sentinel's monitoring center shall operate on a 24-hour basis, seven (7) days a week, including holidays. This will include all systems, hardware and software, communications and building support services such as electrical power.
- 2. Sentinel shall maintain redundant equipment in the monitoring center to minimize any interruptions in service associated with hardware or software failures.

3. The monitoring center shall have a backup power supply to maintain continuous operations in the event of failures of normal utility power. The monitoring center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services promptly after computer failure.
4. The monitoring center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
5. The monitoring center shall be equipped with automated fire detection and suppression equipment.
6. Sentinel shall have a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, flood or fire at the monitoring center.
7. Sentinel shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to provide service for the duration of the contract.
8. Sentinel's monitoring center shall be monitored twenty four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and addressed immediately.
9. Sentinel shall maintain trained and qualified staff to monitor and operate the monitoring center equipment.
10. Sentinel shall provide the County a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

#### **G. Reporting Requirements**

##### **1. Data Requirements**

At a minimum, the System shall provide data using extensible markup (XML) tags as defined by the Justice XML workgroup and approved by the County.

##### **2. System Generated Reports**

County acknowledges that it will describe in detail the required reports that are to be generated by the Sentinel System and which are based on data elements within the Sentinel System. Sentinel will work diligently with the Contract Manager or designee in developing an acceptable report format. At a minimum, the System shall allow the County to generate the following reports directly from the System database through the secure internet site. The System's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel. All reports

shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters as applicable and reports shall be readable on screen, printable and shall be downloadable into an excel format.

- a. **Equipment Report** - The System shall provide a real time report of all assigned Equipment (in use) and inventoried Equipment containing a serial number. This report shall include description/type of Equipment, serial number, assigned offender, assigned Specialist (if applicable), Programs identifier and totals.
- b. **Offender Alarm Report** - The System shall allow the County to generate an alarm report, queried by individual assigned offender and date parameters that identifies the type of alarm, time of alarm, method of alarm (pager, fax, e-mail or phone call) and recipient of alarm.
- c. **Offender Report** - The System shall allow the County to generate a summary report of all offenders by Programs and/or assigned Specialist that identifies offender name, spin #, address, and Specialist assigned.
- d. **Data Fields Entry Exceptions Report** - The System shall allow the County to generate a report that identifies all data fields currently in use and identifying any incomplete or missing data entry.
- e. **Programs Alarm Report** - The System shall allow the County to generate an alarm report, queried by Programs identifier and date parameters, that identifies the assigned offender, type of alarm, method of alarm (pager, fax, e-mail or phone call) and recipient of alarm.
- f. **Pager Notification** - The System shall allow for the County to generate a report by date parameters, sorted by Programs, identifying the number and type of paged alarms during specified time parameters, such as:
  - 1) Monday-Friday 8:00-5:00
  - 2) After hours
  - 3) Weekends and indicating summary totals for
    - 1) total number of alarms per Program,
    - 2) % of total Programs alarms per type of alarm, and
    - 3) average number of pager alarms per month per offender within the Programs.
- g. **Current Usage Report:** The System shall allow for the County to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, spin #, service type (active or passive) and number of days utilized to date.



- h. **Monthly Usage Report** - The System shall allow for the County to generate a total monthly usage summary report, downloadable by date range, indicating the actual number of active or passive GPS units utilized during the previous month's time period. This report should be detailed to reflect offender name, spin #, type of service (active or passive) and number of days utilized for the preceding period and shall be subtotaled by Programs. Any additions or deletions to the usage report shall be provided by written notice to the Contract Manager or designee. A copy of this report shall also accompany the monthly invoice.
- i. **Ad Hoc Reports** - Sentinel shall provide the County ad hoc reporting from the System upon request of the Contract Manager or designee.
- j. **Map Reports** - The System shall be able to create map reports based upon user defined parameters for time periods, locations, and clients. Maps should be able to depict client(s) movement at various scales including a scale that shows client location in reference to a street address.

3. Sentinel Reports

Sentinel shall submit reports as outlined below: final report format to be approved by the Contract Manager.

- a. **Daily Alarm Summary Report** - Sentinel shall submit a daily report that identifies each alarm, type of alarm, time and duration of alarm, assigned Specialist, assigned offender, and totals. This report shall be sorted by Programs and shall be emailed to all designated Specialists within the Programs.
- b. **Monthly System Performance Report** - Sentinel shall submit a monthly report of no performance of the system, including any system interruptions to the Contract Manager or designee. Additionally, regular operational metrics such as timing of system update, failed connections and any system unavailability shall be reported.
- c. **Annual Summary Report** - Sentinel shall submit a summary report, annually, on the anniversary date of the contract, of all issues identified or reported by field and central office staff, including the Contract Manager. Sentinel shall also include information on the following: new technology, employed improvements to the equipment and/or service delivery, dates of training and/or on-site technical assistance and court appearances.
- d. **Ad Hoc Reports** - Sentinel shall provide the County ad hoc reports upon request of the Contract Manager or designee.

4. The County reserves the right to modify reporting requirements as necessary, upon 30 days' written notification to Sentinel.

## **H. On going Demonstration Testing of Units**

For the term of this Contract (including renewal period), Sentinel shall allow the County the use of a reasonable number of GPS monitoring units for demonstration and/or test purposes, for an agreed upon demonstration/test period. These units shall not be part of the backup inventory and shall be provided at no additional cost.

## **I. General Qualifications**

The County acknowledges that Sentinel's ability to provide the Services and meet the commitments set forth under Section I of this Contract (Scope of Services), including without limitation, Sentinel's ability to meet all monitoring and notification requirements, is dependent on factors outside of Sentinel's control, including without limitation, prompt reporting by the County of observed defects or deficiencies in any Equipment assigned to or retrieved from participant offenders, maintenance and care of Equipment provided to offenders and to County officers, replacement and issuance by the County of Equipment that has failed or been tampered with, extended power outages, disconnection or other loss/interruption/interference of cellular and landline communications, coverage limitations of cellular networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, notwithstanding anything set forth in this contract, County acknowledges that Sentinel is making no representation or warranty that the provision of Services will be made available without interruption or will operate error-free. The County acknowledges that Sentinel will use its best efforts to provide the Scope of Services as stated under Section I hereof.

## **II. EQUIPMENT SPECIFICATIONS**

### **A. General Equipment Requirements:**

1. Sentinel shall ensure the Equipment provided meets all the requirements described below at the time of delivery. This will include pagers, transmitters, receivers, receiver/dialers, and recharging system, straps, batteries, and any devices used to secure any of the Equipment to the offender. Any Equipment not meeting such requirements shall be promptly replaced by Sentinel.

a. Sentinel shall provide all Equipment that meets the highest level of ruggedness and durability available, in accordance with current industry standards, for the following features as applicable: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range, minimum recharged battery life of 12 hours and tamper resistance.

b. Sentinel must provide Equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.

c. All Equipment that the County may be financially responsible for must be permanently marked with serial identification numbers.

d. All Equipment used shall be capable of tracking an offender on a twenty-four (24) hour, seven (7) day a week basis. It shall be able to confirm the date, time and location of the tracking event.

e. The Equipment shall not be available as an open market item if this could compromise the security of the System.

f. The Equipment shall be Federal Communication's Commission (FCC) currently registered and approved.

g. The Equipment shall be of a technology currently in use by the manufacturer, Sentinel, or both and must be identified by name.

h. All Equipment must be designed so that if an offender tampers with the equipment an alarm is generated.

i. All Equipment proposed must be equal or equivalent to the latest Industry standards.

j. For passive GPS, the Equipment shall have the capability to download offender tracking points from the passive receiver/dialer at County sites.

k. Sentinel shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies. Shipping will be only to locations within Leon County, Florida.

l. Sentinel and County agree to those terms and conditions applicable to Equipment as specified on Exhibit B hereto.

**B. Transmitters Requirements:**

Sentinel shall ensure the transmitter proposed meets all the requirements described below:

1. Transmitter shall be a body worn device, securely affixed to the offender's person.
2. The transmitter shall be capable of sending a signal indicating a low transmitter battery condition exists within a minimum of seventy two (72) hours prior to battery failure.

**C. Receiver/Dialers Requirements:**

The Contractor shall ensure the receiver/dialer proposed meets all the requirements described below:

1. The receiver/dialer equipment must have internal tamper circuitry to indicate that it has been opened, or disconnected from AC power.
2. The receiver/dialer shall have an adjustable sensitivity range capable of transmitting and receiving a radio frequency signal at a minimum radius of up to 150 feet (free air). This is not applicable for a single body worn unit (acting as both transmitter and receiver).
3. Communication between receiver/dialer and monitoring center should use standard or wireless cellular telephone connections and standard 110 volt AC residential current.
4. Any part of the receiver/dialer system (including charger stand if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual receiver/dialer units and the host central computer.
5. Sentinel shall provide receiver/dialers (if part of their tracking system) that can be attached to the offender in a manner that will not impede normal activities or work. A waist pack carrying bag or clip is acceptable.
6. The receiver/dialer shall include an internal clock and memory to store data if communication with the monitoring center is disrupted.
7. The receiver/dialer shall have an internal rechargeable battery that will allow for continuous operation (to a minimum of twelve (12) hours) in cases of power failures or if power is interrupted. The receiver/dialer shall also have a battery backup power source that will allow for a minimum of twelve (12) hours of continuous operation.
8. The receiver/dialer must have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the central monitoring computer.
9. If connected to a standard telephone or power line, the receiver/dialer shall have internal surge protection on both the telephone line and power source.
10. The tracking device within the receiver/dialer shall be wirelessly tethered to a bracelet transmitter, unless it is in a single body worn unit.

11. The receiver/dialer unit shall have the capacity to include a device that will notify the offender of messages and/or an alarm delete alert if they are in violation of an exclusionary zone.

**D. Pagers**

1. For Active GPS, Sentinel must provide two (2) pagers for the first fifteen (15) active monitoring and tracking units utilized. Sentinel must provide one (1) pager for each additional eight (8) active monitoring and tracking systems utilized.
2. All pagers shall be alphanumeric pagers with the capability of guaranteed message delivery, and shall allow for a minimum of 400 characters.
3. Pagers must also have message forwarding, storing and retrieval features.
4. Additional pagers shall be available to the County, upon verbal request of the Contract Manager or designee and shall be delivered within forty-eight (48) hours. The price for additional pagers shall be separate from the daily service unit price.

**E. ACCESSORIES**

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided at no cost to the County as specified below.

**1. Straps**

All straps utilized to attach Equipment to an offender must be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alarm is generated. All straps designed to attach Equipment to an offender must have the capability to be securely sized to an offender. If straps are pre-sized they must be immediately available in one-half inch increments.

**2. Waist Pack/Carrying Bag/Clip**

If required for use with the monitoring unit proposed, waist packs, carrying bags or clips shall be provided to the County at no additional cost.

3. Batteries

Sentinel shall provide batteries for transmitters that provide twelve (12) months of service without requiring charging or changing. Sentinel shall provide batteries for receiver/dialers that hold a single charge for a minimum period of twelve (12) hours and are re-chargeable for up to twelve (12) months before failing to hold a charge.

**F. EQUIPMENT MAINTENANCE PROGRAM**

Sentinel shall have an established maintenance program for all Equipment provided under the contract. At a minimum, all Equipment must have full service maintenance at least once per year or more often as may be necessary. Sentinel shall also have an established replacement program for all Equipment. The County's responsibilities for the Equipment are specified on Exhibit C hereto.

**G. TRAINING AND TRAINING MANUALS**

1. Sentinel shall provide appropriate training for all staff working in the monitoring center to ensure that they have sufficient knowledge to allow them to effectively respond to questions and to fully utilize the System.
2. Sentinel shall develop and provide on-site training for County staff without cost to the County on the operational use of the System and the use of all associated Equipment and Services, specifically training in use of new electronic monitoring technology.
3. Prior to, or during the first thirty (30) days of service implementation, Sentinel shall be prepared to provide start-up training on an accelerated schedule on mutually agreeable dates and at the County.
4. In addition, after implementation training, Sentinel shall provide additional training for County staff. Training shall be performed on a mutually agreed upon schedule at the County. Sentinel shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under this Contract. Additional training manuals shall be provided upon request of the Contract Manager or designee at no additional cost to the County.
5. Sentinel shall conduct an evaluation of each training session specifically focused on course content and effectiveness of instructor, on a form to be completed by County staff. The evaluation form shall be approved by the Contract Manager and/or designee. Copies of the evaluation forms shall be provided to the County.

### **III. SENTINEL STAFF REQUIREMENTS**

#### **A. Sentinel Staff Levels and Qualifications**

Sentinel shall provide an adequate level of staffing for provision of the Services outlined herein and shall ensure that staff providing services are trained and qualified. Additionally, Sentinel shall maintain a good working relationship with the judiciary, criminal justice system, County staff and the community. Sentinel shall have paid-awake staff on duty at the monitoring center twenty-four (24) hours a day, seven (7) days a week. Sentinel shall minimally provide an Account Manager as the key staff position in support of this contract. The Account Manager position shall be a minimum full-position, dedicated to the County, directly responsible for overall operational performance of the contract, including account management, troubleshooting, training and any other responsibilities agreed upon by the Contract Manager designee and Sentinel. Sentinel shall be responsible for ensuring that key staff attends meetings upon County request. Sentinel shall be responsible for all expenses incurred for travel, including transportation, meals, and per diem incurred on behalf of their staff.

#### **B. Contractor Staff Conduct**

Sentinel's staff assigned to the provision of Services to the County shall adhere to the standards of conduct prescribed below and any other applicable County rules, regulations, policies and procedures. In addition Sentinel shall ensure that all staff adheres to the following requirements:

1. Sentinel's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders over another.
2. Sentinel's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. Sentinel shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to offenders, their family or close associates.
3. Sentinel's staff shall not enter into any business relationship with offenders or their families (example - selling, buying or trading personal property), or personally employ them in any capacity.
4. Sentinel's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
5. Sentinel's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon Sentinel or the County. In providing services

pursuant to this contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

6. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by Sentinel. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject Sentinel to appropriate action, up to and including termination of this Contract.
7. Sentinel shall report any incident described above, or requiring investigation by Sentinel, in writing, to the Contract Manager or their designee within twenty four (24) hours, of Sentinel's knowledge of the incident.

**C. Sentinel Staff Employment Regulations**

1. Sentinel's staff assigned to this Contract shall be subject, at Sentinel's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the County and may occur or re-occur at any time during the Contract period. The County has full discretion to require Sentinel to disqualify, prevent, or remove any staff from any work under the Contract. The County is under no obligation to inform Sentinel of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, Sentinel shall provide upon request the following data for any individual Sentinel or subcontractor's staff assigned to the Contract:
  - a) Full Name
  - b) Race
  - c) Gender
  - d) Date of Birth
  - e) Social Security Number
  - f) Driver's License Number and State of Issue
2. Sentinel's local staff shall submit to fingerprinting by the Florida Department of Law Enforcement for submission to the Federal Bureau of Investigation (FBI). Sentinel shall not consider new local employees to be on permanent status until a favorable report is received by the County from the FBI.
3. Sentinel shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Sentinel staff being hired and assigned to work under the contract. Sentinel shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.



4. No person who has been barred from any County facility shall provide Services under this Contract.
5. Sentinel shall not permit any individual to provide Services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of Sentinel's agency that are independent of the contracted Services.

#### **IV. LITIGATION-RELATED TESTIMONY**

Sentinel acknowledges that in connection with rendering Services under this contract, Sentinel may receive written, verbal requests or legal subpoenas from the County, Courts, Criminal Justice Coordinating Councils, Public Safety Councils and/or other judicial entities to provide testimony regarding monitoring equipment, system specifications as well as the accuracy and reliability of the reports results. Sentinel shall make available qualified personnel to provide testimony as requested or subpoenaed. Reimbursement of costs incurred shall be made by the judicial entity requesting testimony or issuing the legal subpoena (as applicable) and shall be at the standard rates established for the level of testimony provided. Sentinel shall ensure that qualified personnel is available to provide such expert testimony and those personnel responds timely and/or appears as stipulated in the request and/or subpoena. Sentinel shall immediately notify the Contract Manager or designee upon receipt of County related subpoenas. Sentinel shall maintain communication and work cooperatively with the Court, State Attorney's Office, and Public Defender's Office, Leon County Board of County Commissioners and/or other judiciary entities in providing educational materials and/or instructions concerning monitoring equipment, system specifications as well as the accuracy and reliability of the reported results. Sentinel shall provide a central point of contact from which the Court, State Attorney's Office, Public Defender's Office, Leon County Board of County Commissioners and/or other judicial entities may request technical assistance on litigation issues and the methodology and accuracy of testing.

#### **V. ADVERTISING/PROMOTIONS/PUBLIC RELATIONS SUPPORT**

Sentinel shall not issue news releases, advertisements or news articles, or any other information of any kind related to the County, including statistical data, offender information or programs without prior written approval from the County's Contract Manager or designee. Contractor is expected to provide upon request, public relations support to the County as may be needed due to media coverage in regard to the program services.

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## **VI. QUALITY ASSURANCE PROGRAM**

Sentinel shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine internal evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the contract.

## **VII. CONTRACT EXPIRATION TASKS**

Upon the expiration date of this Contract (or any other termination date), Sentinel shall provide the most up-to-date copy of the System's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc. In addition, Sentinel shall provide a single read-only license of the database software for the County's use.

## **VIII. MONITORING AND EVALUATION**

1. The County's Contract Manager or designated County staff will perform monitoring during the term of the contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery, including but not limited to, review of the following specific contract requirements:

- a. Achievement of stated performance measures
- b. Report Submission
- c. Training
- d. System operations performance
- e. System functionality
- f. Central Monitoring Center facility operations
- g. Equipment performance
- h. Offender Tracking System
- i. Violation reporting performance
- j. Equipment maintenance

2. Sentinel shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are

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relevant to this contract, and interview any clients and employees to assure the County of satisfactory performance of the terms and conditions of this contract.

3. The Contract Manager will provide a written monitoring report to Sentinel of the monitoring visit when issues of non-compliance are identified in the monitoring report, and a written Corrective Action Plan (CAP) will be required of Sentinel. The CAP is to be submitted to the Contract Manager upon receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, at which time full compliance must be met. Failure to correct deficiencies, after thirty days from the date of receipt of written a monitoring report noting the deficiencies, may result in assessment of liquidated damages as provided in this contract, and/or determination of breach of contract and termination of services.

#### **IX. PERFORMANCE MEASURES**

Listed below are the key performance outcomes deemed most crucial to the success of the desired service delivery. Sentinel shall use best efforts to achieve the stated performance outcomes.

1. Ninety five percent (95%) of all required reports as outlined, in Section I G ("Scope of Services - Reporting Requirements") shall be timely submitted from and after the date that all agreed upon reports have been developed. This standard shall be measured monthly.
2. One hundred percent (100%) of System failures shall be reported to the County within fifteen minutes of occurrence. This standard shall be measured on a daily basis.
3. One hundred percent (100%) of monthly usage charges shall be invoiced to the County after the end of the month service is provided. This standard shall be measured monthly. Sentinel shall advise the County, in writing, of any extenuating circumstances that will prohibit Sentinel from meeting the above-outlined performance measures.

#### **X. VALUE-ADDED SYSTEM FUNCTIONALITY, EQUIPMENT FUNCTIONALITY AND/OR SERVICES**

Value-added system functionality, equipment functionality and/or additional services that exceed the minimum specifications contained herein are desired by the County. Sentinel shall clearly describe any value-added functionality or services subsequently made available and shall make same available to the County at a cost to be negotiated by the parties.

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## **XI. LIQUIDATED DAMAGES**

Liquidated damages may be assessed when Sentinel repeatedly fails to meet Service requirements or fails to correct identified Contract deficiencies within the time frames set forth for corrective action in a Corrective Action Plan as follows:

1. Within the first ten (10) days after written notice from the Contract Manager of contractor service deficiencies - No assessment of damages if deficiencies are corrected (or reasonable steps to effect such corrected are taken within the ten (10) day time period and pursued diligently to completion).
2. After ten (10) days of initial notice of unsatisfactory service (without corrective action initiated by Sentinel) and if service not meeting specific requirements stated herein continues), liquidated damages in the amount of \$500.00 per day for each day or part thereof that the deficiency/issue remains uncorrected shall be assessed. Liquidated damages shall not accrue during the period from and after the date that notification of termination of this contract is provided.
3. Sentinel shall forward a cashier's check or money order, payable to the County in the appropriate amount, to the Contract Manager within ten (10) days of receipt of a written notice of demand for damages due.
4. The general qualifications set forth in Section I Part I ("Scope of Services - General Qualifications") shall apply in determining whether Sentinel has met Service requirements.

## **XII. TERM AND CANCELLATION:**

1. The Agreement shall be for a period of one (1) year, commencing on July 12, 2006, and shall continue until July 11, 2007. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than three (3) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.
2. The contract may be terminated by the County or Sentinel without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of Sentinel's material breach of the terms of this contract which breach is not cured within ten (10) days of notice thereof (or if such breach is not capable of cure within ten (10) days, Sentinel has not taken reasonable steps to effect such cure and continues to pursue same to completion). Notwithstanding any such notice to terminate (and

the effective date of such termination), Sentinel will continue to provide monitoring services until the date of termination as provided in Exhibit E.

### **XIII. LICENSES AND REGISTRATIONS:**

Sentinel shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

### **XIV. AUDITS, RECORDS, AND RECORDS RETENTION**

Sentinel shall:

A. Establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. Upon completion or termination of the contract and at the request of the County, Sentinel will cooperate with the County to facilitate the duplication and transfer of any said records or documents as specified in Section VII ("Contract Expiration Tasks") above.

D. Assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **XVI. INDEMNIFICATION:**

Sentinel agrees to indemnify, defend and hold harmless the County, its officials, officers, and employees, from and against all suits, liabilities, damages, costs and expenses, resulting from or arising out of, directly or indirectly, any act or omission of Sentinel, or its officials, officers, or employees, relating in any way to this Agreement, unless the claim resulted solely from the

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negligence of the County, its officers, officials or employees. The County may, at its sole option, defend itself or allow Sentinel to provide the defense. Sentinel acknowledges that ten dollars (\$10.00) of the amount paid to Sentinel is sufficient consideration for Sentinel's indemnification of the County. The County acknowledges that all offenders selected for monitoring pursuant to this contract have been selected by the County without input, advice or other involvement of Sentinel, and that the risk of designating the offender population to be monitored hereunder, the type and level of monitoring, the establishment of restrictions, and all other limitations placed on the monitoring parameters of each such offender has been expressly assumed and shall be borne solely by the County, and Sentinel shall not be liable for or otherwise suffer any damages associated with any of such assumed risks.

## **XVII. INSURANCE**

Sentinel shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Sentinel, its agents, representatives, employees or subcontractors.

1. Minimum Limits of Insurance. Sentinel shall maintain limits no less than:
  - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - C. Workers' Compensation and Employers Liability: Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or Sentinel shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

Sentinel's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Sentinel's insurance and shall not contribute with it.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  5. Sentinel's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

- A. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the County.

6. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
    7. Verification of Coverage. Sentinel shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County. Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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8. Subcontractors. Sentinel shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **XVIII. COSTS**

Costs and fees for Services and Equipment provided under this Agreement shall be as identified in Exhibit D, attached hereto and incorporated herein as if fully set forth below, and shall be payable by the County without offset or deduction within thirty (30) days of submittal of an invoice by Sentinel.

## **XIX. GENERAL PROVISIONS**

A. Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

B. Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC  
220 Technology Drive  
Suite 200  
Irvine, California 92618  
Telephone No.: (949) 453-1550  
Facsimile No.: (949) 453-1554  
Attention: Robert A. Contestable, President

If to Customer:

Leon County  
301 S. Monroe Street, Suite 503  
Tallahassee, Florida 32301  
Telephone No.: (850) 606-5300  
Facsimile No.: (850) 606-5301  
Attention: Parwez Alam, County Administrator



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With a copy of:  
Herbert W.A. Thiele, Esq.  
County Attorney  
301 S. Monroe, Street, Suite 202  
Tallahassee, Florida 32301  
Telephone No. (850) 606-2500  
Facsimile No. (850) 606-2501

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

C. Entire Agreement. This Agreement (together with the Exhibits specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including any existing monitoring agreement presently in effect with County), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

D. Governing Law And Choice Of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in Leon County, Florida, and the parties hereby submit to the exclusive jurisdiction of said court.

E. Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to the Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim.

F. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

G. Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or

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in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

H. Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

I. Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, provided, however that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

J. Independent Contractors. Sentinel and County are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

K. Public Entity Crimes Statement. In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed,  
all as of the day and year first above written.

LEON COUNTY, FLORIDA

SENTINEL OFFENDER SERVICES, LLC

By: \_\_\_\_\_  
Bill Proctor  
Board of County Commissioners

By: \_\_\_\_\_  
Name: Mark Contestable  
Title: Vice President, Eastern Operations

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

## **EXHIBIT "A"**

### **THE SERVICES**

#### **Basic Services**

Sentinel will provide GPS and radio frequency electronic monitoring equipment that is to be used by Leon County Probation Department. Sentinel personnel will install, instruct the offender, maintain, and subsequent removal this equipment to individuals that have been deemed appropriate by Leon County Probation to participate on either a Global Positioning Satellite tracking system or a Radio Frequency monitoring system.

#### **Training Services**

Sentinel will provide the necessary training to County personnel prior to provision of the equipment. If required, Sentinel can provide training to other County personnel at a central facility as the program expands.

#### **Maintenance Services**

Leon County Probation Department personnel will be instructed as to how to properly maintain the monitoring equipment while in their possession. This is part of the aforementioned training session. Any maintenance concerns that cannot be corrected by the County's personnel will be forwarded to Sentinel's Equipment Warehouse for further investigation.

#### **Hours of Operation**

The Sentinel SenTrak offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year. Our monitoring center can be contacted at 800-551-4911.

#### **Reports**

For report and activity information, the County will be able to access our SenTrak software through either a standard computer or laptop connection, as well as through the Officer Control Unit, the CommandTrak. The reports can then be printed for additional officer viewing as needed.

#### **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years following any termination of this contract. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to County personnel.

**EXHIBIT "B"**

**COUNTY-CONTROLLED EQUIPMENT**

As required by this Agreement, Sentinel will provide to County the required amount of electronic monitoring equipment in order for successful operation of the program. This equipment will be provided to the County at no cost except for the TrakMate cellular GPS unit, which will incur a daily shelf cost of \$1.25 due to its active cellular service. For all other equipment, Sentinel will only charge the County for any equipment that is actually in use on an offender. Sentinel will provide the County with sufficient inventory to maintain a 15% shelf stock. The County agrees to maintain an 85% utilization rate at all times. Active monitoring costs will be incurred in daily increments from the time of equipment installation until the time of the equipment's removal from the offender. It will be the County's responsibility to notify Sentinel's National Service Center of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the County fails to delete an offender from the program on the required date, and the County incurs additional charges.

As part of this program, Sentinel will provide all of the necessary equipment to operate the program. Sentinel is willing to allow for an equipment loss percentage of up to 3% of the GPS units in service over a one-year term. Any equipment losses in excess of this percentage will be the sole responsibility of the County. County agrees to reimburse Sentinel for all losses in excess of this percentage at the rates as outlined under Exhibit D, Lost or Damaged Equipment Schedule. County is responsible to immediately report any and all lost or damaged Equipment to Sentinel's National Service Center. County is responsible to verify its equipment inventory each year as a condition of renewal of this Agreement. Any lost or damaged equipment found as a result of the inventory, not previously reported, will be the responsibility of the County and will be invoiced for payment prior to renewal of this Agreement.

**EXHIBIT "C"**

**COUNTY RESPONSIBILITIES**

The County will be responsible for the safekeeping of the equipment in the interim between its uses on program participants. County agrees to maintain equipment in a safe and secured location as to prevent any theft or damage due to negligence. In addition, the County also understands that the daily limited, maintenance of the equipment will be the responsibility of Sentinel.

In addition, the County agrees to use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center local representative, and the prompt payment of any service fees due to Sentinel as stated in this Agreement.

## EXHIBIT "D"

### FEE TABLE

The fees that will be applicable for this program are:

<u>SERVICES</u>	<u>RATE</u>
Daily Electronic Monitoring – RF only*	\$ 3.25 per day, per active unit
Alcohol Monitoring (Mitsubishi-MEMS)* (Stand alone unit)	\$ 3.50 per day, per active unit
Alcohol Monitoring (Mitsubishi-MEMS)* (if combined with a RF or GPS unit)	\$ 3.00 per day, per active unit
Alcohol Monitoring (AMS-Scram)*	\$12.00 per day, per active unit
Global Positioning Satellite Tracking	
Level One – Passive	\$ 4.38 per day, per active unit
Level Two – Passive Plus	\$ 5.50 per day, per active unit
Level Three – Intermediate	\$ 8.95 per day, per active unit
Level Four – Active	\$10.15 per day, per active unit
Shelf Cost for TrakMate GPS Unit Only	\$ 1.25 per day, per unit not in use
Victim/Witness Alert*	\$ 12.00 per day, per active unit

\* Denotes OPTIONAL products and services

### EQUIPMENT

CommandTrak (1 for every 50 participants)	No Charge
Additional CommandTrak(s)	\$ 4.00 per day, per unit in possession

Normal annual consumables allowed for each set of equipment are defined as six straps, six backplates, and one battery per year. Consumables ordered in *excess* of the normal annual per set will be charged at:

Straps:	\$9.50 each
Backplates:	\$1.50 each
Batteries:	\$9.50 each (warranted for one year)

Normal shipping is ground delivery and is paid by Sentinel. Rush shipments, i.e., overnight/next day will be invoiced to the County for the additional shipping costs. County will only be invoiced for the difference between ground shipping and overnight/next day. County is responsible for shipping charges incurred as a result of excess inventory returns.

# **LOST/DAMAGED EQUIPMENT SCHEDULE**

MEMS Breath Alcohol Testing Unit	\$1,500.00
Scram Transdermal Testing Unit (bracelet)	\$1,250.00
TrakMate (GPS) Telephone	\$800.00
Home Monitoring Unit (HMU)	\$800.00
CommandTrak (Pocket PC)	\$450.00
Transmitter	\$350.00
Scram Transdermal Testing Unit (modem)	\$250.00
Docking Station	\$175.00
Programming and Reset Lock	\$150.00
2-Way Alphanumeric Pager	\$150.00
Carrying Case for DualTrak (HMU) Unit	\$50.00
Docking Cable for TrakMate (GPS) Telephone	\$35.00
Power Supply for DualTrak (HMU)	\$25.00
Car Charging Cord for TrakMate (GPS) Telephone	\$25.00
Antenna for TrakMate (GPS) Telephone	\$15.00
Carrying Case for TrakMate (GPS) Telephone	\$15.00
Telephone Cord	\$5.00

Sentinel will forward an invoice to the County at the end of every calendar month for the services that were provided in that period. All payments will be due and payable as stated in this Agreement.



**EXHIBIT "E"**

**POST-TERMINATION SERVICES**

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all services up until the expiration date of the contract, upon which it will be the County's responsibility to return all monitoring equipment and supplies that are in the possession of the County or an offender to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the agreement has been terminated. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.